

15/10/2020

To the Chairperson and Members of
The Central Area Committee

Meeting: 10/11/2020

Item No:

With reference to the proposed grant of 3 year licence for the use of a site at Sean McDermott Street Lower, Dublin 1, to Lourdes Daycare Centre CLG.

In 2013 Dublin City Council granted a 99 year lease and Right of Access of a property at Sean McDermott Street Lower, Dublin 1 to Lourdes Day Care Centre, for an annual rent of €22,000 but currently abated to €198 per annum, provided the premises is used as a Day Care Centre for Senior Citizens.

Planning Application 4028/17 granted planning permission for a single storey extension to the rear and side of the leased premises. The extension is now complete, and so to regularise matters a new lease agreement to cover the extension and an additional outdoor space to run concurrent with the existing lease will now have to be put in place.

However as the Council is waiting for first registration of the additional lands to be completed, the Law Department has advised to enter into a licence agreement pending completion of registration.

Therefore it is proposed to grant a 3 year licence to cover the extension and an additional outdoor space at Sean McDermott Street Lower, Dublin 1 to Lourdes Daycare Centre CLG, subject to the following terms and conditions:

1. That the proposed area to be licenced is shown outlined in red on attached Map Index No. SM-2019-1224 Rev B.
An extension to the existing Right of Access is proposed and is shown coloured yellow on attached Map Index No. SM-2019-1224 Rev B.
2. That the licence shall be for a term of three years, commencing on 12th March 2018.
3. That the licence fee shall be €2,100 (two thousand and one hundred euro), per annum. An abated license fee of €200 (two hundred euro) per annum shall apply provided the area is used solely as a Day Care Centre for Senior Citizens.
4. That the licence fee is to be paid annually in advance.
5. That the licence can be terminated by either party giving one month's notice in writing.
6. That the Licensee shall be responsible for the appropriate insurances as determined by Dublin City Council, including Public Liability Insurance of €6.5m and Employer's Liability Insurance of €13m and shall indemnify Dublin City Council against all actions, proceedings, costs, claims, demands and liabilities whatsoever arising from all and every activity carried out or promoted by the Licensee and its agents in connection with the facilities on the premises. It shall not do or suffer to be done any activity in any part of the licenced area which would render void or voidable the insurances.
7. That the Licensee shall be permitted to locate a container for storage purposes in the outside space. The Licensee will be responsible for the insurance, maintenance, repair and security of the storage container and for all costs incurred.
8. That the Licensee shall not carry out any alterations or development of the proposed licensed area or erect any signage, structure or mast without obtaining the written consent of the City Council.

9. That the Licence is personal to the Licensee only and is nontransferable.
10. That on termination of the licence, the Licensee shall at its own expense remove all materials not belonging to Dublin City Council and shall leave the site clean and cleared to the satisfaction of the City Council.
11. That the Licensee shall sign a Deed of Renunciation with the benefit of legal advice.
12. That each party shall be responsible for their own legal fees.

The disposal shall be subject to any such covenants and conditions as the Law Agent in her discretion shall stipulate.

No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

Helen McNamara

Senior Executive Officer

02/11/2020

Date